

AG Contract No. KR03-0397TRN
ECS JPA File No. 02-204
Amendment #1
Project: TEA-CWD -0(003)A
TRACS No.: SL508 01D, 01C/
SL444 01D, 01C
Section: Cottonwood Old Town Phase II
and Phase III
Budget Source Item #:

**AMENDMENT NO. ONE
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF COTTONWOOD

THIS AGREEMENT is entered into June 30, 2004, **Amendment One** to JPA 02-204, AG Contract No.: KR03-0397TRN, filed with the Secretary of State under No. 26204 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY, acting by and through its MAYOR, and CITY COUNCIL the ("City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

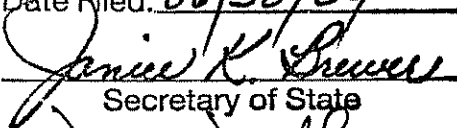
2. The City is empowered by Arizona Revised Statutes Section 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

The parties agree to amend the above-referenced as follows: 1) With the consent and approval of the FHWA and the State, using Arizona Procurement Procedures, the City of Cottonwood is approved to self administer the Project. 2) Increase funding under TRACS No. SL444 01D, 01C with 94.3% Federal Aid and 5.7% of City funds estimated at a total amount of \$354,714.00. 3) Extend the project limit, Phase II and Phase III from Willard Street and Main Street to the Old Jail House on Main Street. 4) Add the Non-Availability of Funds and the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) to this Agreement under the Miscellaneous Provisions.

THEREFORE, in consideration of the mutual agreements expressed herein, this Agreement is amended as follows:

Recital 4 and 5 are deleted and replaced with the following language:

4. The City, in order to obtain federal funds for the construction of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).

#0/
NO. 26204
Filed with the Secretary of State
Date Filed: 06/30/04

Secretary of State

By: 

5. The State and City desire to participate in the design construction and maintenance for the improvements to a portion of Historic 89A, Phase II and Phase III from **Willard Street and Main Street to the Old Jail House on Main Street**, which includes resurfacing, widening of sidewalks, curb replacements, placement of street furniture and new streetlights (old fashion-style) and substantial landscaping, hereinafter referred to as the "Project", for the benefit of the traveling public. The parties hereto agree that the State's interest is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

Construction TRACS No. SL444 01C

Estimated Federal Aid Funds @ 94.3%	\$ 283,771.00
Estimated City Funds @ 5.7%	\$ 16,174.95
Estimated City Funds @ 100 %	<u>\$ 54,768.05</u>
*Total Estimated Cost of Project	\$ 354,714.00

Design TRACS No. SL508 01D

Estimated Federal Aid Funds @ 94.3%	\$ 61,000.00
Estimated City Funds @ 5.7%	<u>\$ 3,477.00</u>
*Total Estimated Cost of Project	\$ 64,477.00

Construction TRACS No. SL508 01C

Estimated Federal Aid Funds @ 94.3%	\$ 439,000.00
Estimated City Funds @ 5.7%	<u>\$ 25,023.00</u>
*Total Estimated Cost of Project	\$ 528,500.00

(Includes construction engineering at 15% and change orders at 5%)

II. SCOPE OF WORK

Replace II. 1a and b, and Add c and d as follows:

1. The State will:

a. Agree to be the City's authorized agent for the Project and submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction and funding. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

b. Approve the Project if such project construction funds are available by FHWA for construction of the Project. The State and FHWA hereby designates the City to self-administer the Project.

c. Upon execution of this agreement, make reimbursements to the City for the direct actual cost of the **construction and design** of the Project, plus construction engineering, within 30 days after receipt and approval of an invoice.

d. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this agreement.

2. The City will:

Add II. 2.i, j, k and l, as follows:

i. With the aid and consent of the FHWA and State using Arizona Procurement Procedures, proceed to advertise for, receive and open bids, subject to the concurrence of FHWA and State. Enter into

contract(s) with a firm(s) to whom the award is made for the construction of the Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions and Standard Specifications at the lowest bid price.

j. Provide personnel to administer and supervise construction. All construction Project change orders are to be copied to the State. The FHWA will participate in the construction administration cost provided by the City up to 15 percent (15%) of the cost of construction. Construction administration costs not participated in by FHWA shall be borne by the City.

k. Consent to any inspections performed by the State, provide records or audit any books of the City in order for the State to assure itself that the monies on the Project have been spent and the Project completed in accordance with the plans and specifications, statutes, rules and regulations of the State and Federal Government.

l. Upon execution of this agreement invoice the State for the estimated 94.3% federal aid construction and construction administration costs addressed under this agreement. The city is entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this agreement whether covered by federal funding or not.

III. MISCELLANEOUS PROVISIONS


Add III. 10 and 11 as follows:

10. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by referenced regarding "Non-Discrimination".

11. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COTTONWOOD, ARIZONA

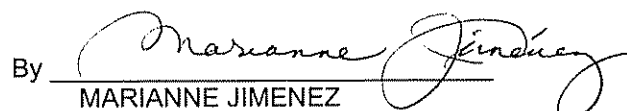
By 
RUBEN JAUREGUI
Mayor

STATE OF ARIZONA

Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator

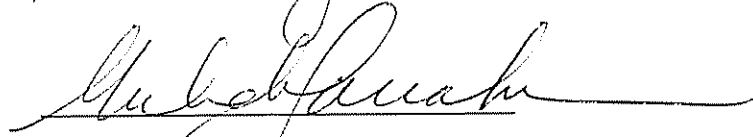
ATTEST:

By 
MARIANNE JIMENEZ
City Clerk

APPROVAL OF THE CITY OF COTTONWOOD ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and CITY OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 9th day of June, 2004.


City Attorney

RESOLUTION NUMBER 2059

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AMENDMENT NUMBER ONE TO THE JPA 02-204 CONTRACT ENTERED INTO WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE COTTONWOOD OLD TOWN PHASE II AND PHASE III STREETSCAPE PROJECT.

WHEREAS, the City of Cottonwood entered into an Agreement with the Department of Transportation to participate in the design, construction, and maintenance project for the improvements to a portion of Historic 89A; and

WHEREAS, with the consent and approval of the FHWA and the State of Arizona, using Arizona Procurement Procedures, the City of Cottonwood is approved to self-administer the project; increase funding under TRACS No. SL444 01D, 01C; and extend the project limit, Phase II and Phase III, from Willard Street and Main Street to the Old Jail House on Main Street; and


WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this agreement; and

WHEREAS, the City is empowered by A.R.S. § 9-240 to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, Amendment No. One to JPA 02-204, AF Contract No: KR03-0397TRN, between the State of Arizona and the City of Cottonwood is hereby approved.

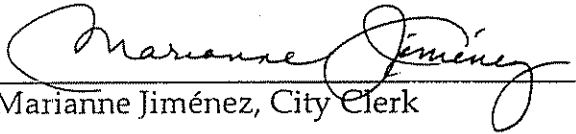
PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 1ST DAY OF JUNE 2004.




Ruben Jauregui, Mayor

RESOLUTION NUMBER 2059
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ATTEST:


Marianne Jiménez, City Clerk

APPROVED AS TO FORM:



Steven B. Horton, Esq.
Mangum, Wall, Stoops & Warden
City Attorneys



ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION

MEMORANDUM

TO: SHANNON CHILDS
FROM: RICK RICE *RR*
DATE: June 24, 2004
RE: JPA File No. 02-204, Amendment #1

I have reviewed the above contract and it is in the proper form and within the powers and authority of the State under the laws of Arizona. No other opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into the Agreement.

RR/pk
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